



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Victoria Wood (Main Square) Inc c/o Realstar Corp. v Bower, 2026 ONLTB 11676

Date: 2026-02-06

File Number: LTB-L-068380-25

In the matter of: 2710, 275 MAIN ST
TORONTO ON M4C4X4

Between: Victoria Wood (Main Square) Inc c/o Realstar Corp. Landlord

And

Justin Bower Tenant

Victoria Wood (Main Square) Inc c/o Realstar Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Bower (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on December 15, 2025.

The Landlord's Agent, Alice Capitan ("AC"), the Landlord's Legal Representative, Martin Zarnett, the Tenant's Legal Representative, Naseer Ahmed, and the Tenant attended the hearing. Fabia Raemy ("FR") attended as a witness for the Landlord.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, I find it appropriate to exercise my discretion and issue the conditional order below.
2. At the hearing, the Landlord withdrew their application to terminate the tenancy based on the N7 notice of termination. As such, the claims on the N7 notice of termination are dismissed.
3. The Landlord served a voidable N5 notice of termination alleging that the Tenant's behaviour has substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex or lawful rights, privileges, or interests and that the Tenant has wilfully or negligently caused damage to the premises. The N5 notice of termination was served on July 28, 2025 via mail and deemed served on August 2, 2025.
4. On a voidable N5 notice of termination, a tenant is afforded the opportunity to void the notice by correcting the offensive behaviour or stopping the activity within seven days of being served with the N5 notice of termination. In this case, the voiding period was from August 3, 2025 to August 9, 2025.
5. In the N5 notice of termination, the Landlord alleged that the Tenant damaged the bathroom door; screamed obscenities in the hallway on June 6, 2025, and that there was a foul odour regularly emanating from the rental unit and into other areas outside of the rental unit.
6. There was no evidence before the Board that the Tenant screamed obscenities in the hallway during the voiding period. As such, I find that the Tenant voided the notice of termination with respect to this specific behaviour.
7. There is no dispute that the Tenant paid the Landlord \$457.65 for the damages claimed in the N5 notice of termination and in the L2 application. Given that the damages have been paid in full before the hearing, that there was no subsequent allegations of damages, and that the Landlord did not request relief for the damages, I find it appropriate to dismiss the Landlord's application to terminate the tenancy based on the damages claim on the N5 notice of termination and the Landlord's application for compensation for the damages pursuant to section 89 of the Act.
8. Therefore, the remaining issue before the Board is the Landlord's allegations of odour due to the Tenant's birds.
9. AC is the Landlord's property manager and testified that the Landlord received complaints about odours from the Tenant's rental unit.
10. AC testified that she inspected the rental unit on June 5, 2025 and detected a strong odour in the rental unit and that the odour could be detected in the hallway. AC testified that there

was a number of cages with birds in the living room and estimated that there was 32 pigeons, white doves, and other birds. Photographs taken during the inspection were submitted into evidence.

11. AC testified that the Landlord received complaints regarding the odour on June 27, 2025 and July 3, 2025.
12. AC testified that she inspected the rental unit on July 4, 2025 and there was no improvement in the rental unit. The odour was strong and offensive and there were bird cages in the living room and bedroom. AC testified that there was bird feces on the floor, on the tables, and in the bird cages. The rental unit is a one-bedroom unit. Photographs taken during the inspection were submitted into evidence.
13. AC testified that the Landlord received another complaint regarding the odour on July 24, 2025.
14. AC testified that she inspected the rental unit on August 14, 2025 and there was no change to the rental unit and that the rental unit continued to have a foul odour.
15. AC testified that the Landlord received another complaint regarding the odour on October 7, 2025.
16. AC testified that the Landlord did not inspect the rental unit during the voiding period and that she has not been in the rental unit since August 14, 2025.
17. FR is a tenant who resides in the unit next to the rental unit. FR testified that he has been detecting the bird feces odour in his unit for the last four to five years.
18. FR testified that every year between the months of May to September or October, when the temperatures are hot, his entire unit smells like bird feces. FR compares the odour to a unkept chicken coop. FR testified that the odour is detected in his unit throughout the year but the odour is especially overwhelming and offensive during the summer months.
19. FR testified that opening his windows and balcony door does not help as the odour can be detected from outside.
20. FR confirmed that he is the individual that sent complaints to the Landlord but has not complained to the Landlord since October 7, 2025 as he was waiting for the Board hearing.
21. FR testified that he detected the odour during the voiding period and that the odour is present daily in the summer months.
22. FR testified that there are days that the odour is so intense that he has to leave his unit and that he is embarrassed to have people over due to the odour.
23. FR testified that the Landlord sealed some areas in 2024 and that helped with the odour but is no longer effective. He has also taped up the radiator in his unit to help block the odour.

24. FR testified that the odour improved a month ago when the temperatures turned cooler and that he did not detect the odour when he was testifying during the hearing. FR testified that he did detect the odour in the morning because the hearing.
25. The Tenant testified that he has 36 birds – 29 pigeons and 7 doves or other types of birds.
26. The Tenant testified that he has stopped taking in birds since 2024 and that he cleaned the rental unit, including the balcony, completely after receiving the notices of termination. He has removed five pigeons from the rental unit since receiving the notices. The Tenant submitted into evidence photographs taken of the rental unit in November 2025.
27. The Tenant testified that the birds remain in the cages when he is not home and that when he is home, only two birds or the family of doves are let out of the cages at a time.
28. The Tenant testified that he cleans the cages daily and has placed a fan in the window and an air purifier in the living room to ventilate the airflow. The Tenant works and is away from the rental unit from 6:30 a.m. to 6:00 p.m. or 6:30 p.m. on Mondays to Fridays.
29. The Tenant testified that he is in the process of getting an automated vacuum to clean and submits that there is no odour as he utilizes proper bedding with odour control in the bird cages.
30. Based on the evidence before the Board and given the number of birds in the Tenant's rental unit, I find it more likely than not that the foul odour from the rental unit was present and infiltrated into FR's unit or into the common areas during the voiding period and this substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. I found FR to be a credible witness whose testimony was clear and consistent. The Tenant acknowledged that the birds defecated multiple times day and agreed that there was an overwhelming odour from the rental unit that could escape in the hallway in July and August 2025. As such, I find that the Tenant did not correct the issue within the voiding period and therefore, did not void the N5 notice of termination with regards to the allegation of substantial interference.
31. The Landlord sought to terminate the tenancy.
32. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
33. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated, "to put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue." I find that the circumstances in this application do not rise to that level and that it would not be unfair to give the Tenant an opportunity to either remove the source of the odour, that is, the birds, or take steps to minimize the odour as to not substantially interfere with another tenant's enjoyment.
34. The Tenant has resided in the rental unit since 2015 and the Tenant has taken steps to lessen the odour. This is not a case where the Tenant blatantly disregard the Landlord's

concerns. While the Landlord submits that they have been unable to rent the other unit adjacent to the rental unit, there is no evidence before me that any prospective tenant refused to rent the unit predominantly due to the odour from the rental unit. FR has confirmed that the odour has improved. The submission that FR will file a claim against the Landlord or that the odour will worsen is speculation at this time. Given the success of the Landlord's application and the ability for the Landlord to terminate the tenancy if there is a breach of this order, I am hopeful that the Tenant understands the severity of the situation and take all reasonable steps to preserve his tenancy. Prejudice to the Landlord is alleviated through the Landlord's ability to apply to terminate the tenancy under section 78 of the Act if the order is breached.

35. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of one year from the date of this order, the Tenant shall maintain the rental unit in a state of ordinary cleanliness such that no odour originating from the rental unit, due to the Tenant's birds, is detectable in any part of the residential complex outside of the rental unit.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 12, 2026 at 4.00% annually on the balance outstanding.

February 6, 2026
Date Issued

 Vicky Liu
 Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
 Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.